

RAYMORE PARKS AND RECREATION BOARD

AGENDA

Tuesday, January 22, 2019

**7:00PM - City Hall
100 Municipal Circle
Raymore, Missouri 64083**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Personal Appearances**
- 5. Consent Agenda.**
The items on the Consent Agenda are approved by a single action of the Park Board. If any Board Member would like to have an item removed from the Consent Agenda and considered separately, he/she may so request.
 - A. Park Board Minutes November 27, 2018
- 6. Staff Reports**
Recreation Superintendent
Parks Superintendent
Parks & Recreation Director
- 7. Unfinished Business - None**
- 8. New Business**
 - A. Park House Demo Action Item

Staff requests to enter a contract with Tasco LLC for the demolition of the Park House facility at 909 South Madison.
 - B. Recreation Park Ballfield Lights Action Item

Staff requests to enter a contract with Brandy Electric Inc. for the installation of lights on fields #1 and #2 at the Recreation Park baseball/Softball complex.
 - C. Recreation Park Pond Rehabilitation Project Action Item



Staff requests to enter a contract with Rockn' Excavating, LLC. for the rehabilitation of the Recreation Park Pond and stormwater inlets.

D. Contract Amendment - CFS Engineers

Action Item

Staff requests an amendment to the design and consulting contract with CFS Engineers for improvements at T.B. Hanna Station.

9. Public Comment

10. Board Member Comment

11. Adjournment

Items provided under "Miscellaneous" in the Park Board Packet:

- *November 27, 2018 - Work Session Notes*
- *January 8, 2019 - Work Session Notes*
- *Status of Capital Improvements*
(Provided to the Council the 1st meeting of each month)

EXECUTIVE SESSION (CLOSED MEETING)

The Parks and Recreation Board may enter into an executive session before or during this meeting, if such action is approved by a majority of Board present, with a quorum, to discuss:

- litigation matters as authorized by § 610.021 (1) RSMO,
- real estate acquisition matters as authorized by § 610.021 (2),
- personnel matters as authorized by § 610.021 (3), or
- other matters as authorized by § 610.021 (4-21) as may be applicable.

Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting please notify this Office at (816) 331-0488 no later than forty-eight (48) hours prior to the scheduled commencement of the meeting.

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, NOVEMBER 27, 2018, IN THE CITY HALL COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Bartow, Cipolla, Eastwood, Harris, Heath, and Supple. Members Houdyshell and Seimears are absent.

STAFF PRESENT: Director Musteen, Superintendent McLain, Superintendent Rulo and Office Assistant Naab. Also present, City Attorney Jonathan Zerr and Communications Director Mike Ekey.

1. Call to Order: Chairman Trautman called the meeting to order at 7:00pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances - None

5. Consent Agenda

The items on the Consent Agenda are approved by a single action of the Park Board. If any Board Member would like to have an item removed from the Consent Agenda and considered separately, he/she may so request.

A. Park Board Minutes

October 23, 2018

Motion: Member Harris moved to accept the Park Board minutes of October 23, 2018. Member Cipolla seconded.

Discussion:

Vote:	7 Aye	Member Bartow	Aye
	2 Absent	Member Cipolla	Aye
		Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Absent
		Member Seimears	Absent
		Member Supple	Aye
		Member Trautman	Aye

6. Staff Reports

Recreation Superintendent McLain highlighted his written report. We have hired part time staff members to help out at the RAC and as gym monitors. They have been trained by Office Assistant Naab. They are currently working their assigned shifts. The concession stands have been shut down and items transferred to the RAC for the upcoming basketball season. Coordinator Brennon has meet with the South Metro Sports Group to wrap up the fall sports and prepare for the winter sports and KC Metro League to close out the soccer season for competitive soccer. The recreation Basketball coach meeting is this evening. Both coordinators have been working on the Winter program guide. Coordinator VanKeulen has been working on the Mayor's Tree Lighting.

Parks Superintendent Rulo highlighted his written report. The Mayor's tree has been delivered and is being put together today. Staff is working to remove the ice and snow in the park. Restrooms closed for the season and should be open again around Easter.

Parks & Recreation Director Musteen highlighted his written report. Reminder that Centerview is closed for floor renovation. Staff is currently at the RAC. The first trout stocking took place at Johnston Lake in Hawk Ridge Park in November with the next stocking in February. The Santa Softball tournament was end of the season for baseball fields. There were 18 teams. Reminder, on December 17, a joint work session will be held with the City Council.

7. Old Business - None

8. New Business

A. Recreation Park Pedestrian Bridge Replacement Action Item

Staff requested to enter a contract with Tasco LLC for the removal and replacement of the trail bridge between Moon Valley Park and Recreation Park.

Member Harris asked "Looking at the drawing, is this the picture that represents the bridge." Director Musteen replied "Yes it just comes in two pieces that are put together to form the bridge."

Motion: Member Harris moved to approve the bid with Tasco LLC for the removal and replacement of the trail bridge.
Member Cipolla seconded.

Discussion:

Vote:	7 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Aye
	2 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Absent
		Member Seimears	Absent
		Member Supple	Aye
		Member Trautman	Aye

B. Michelle Biondo, Grant Writing Services Contract Action Item

Staff requested to enter a contract with Michelle Biondo for grant writing services.

Member Harris asked "What are the anticipated number of hours? How do we pay her?" Director Musteen answered "The work would be paid at \$65 per hour out of the General Fund."

Motion: Member Harris moved to approve the contract with Michelle Biondo for grant writing services.
Member Cipolla seconded.

Discussion:

Vote:	7 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Aye
	2 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Absent
		Member Seimears	Absent
		Member Supple	Aye
		Member Trautman	Aye

C. Park Board Bylaws Amendment

Action Item

An amendment to the Park Board Bylaws revising the requirements for attendance under Section 5: Removal.

Member Harris asked "What is the difference between tardy and absent." Director Musteen replied "There is no designation between the two in the city codes. Members should notify Director Musteen if you are going to be late. A general rule of thumb would be an absence will be logged if a member arrives once any business or official voting begins."

Mr. Zerr also commented that the language presented in the packet does not reflect the definition of absences or tardiness. If the Board would like to further define them, they can do so. This packet simply reflects that an absence indicates that you are not here.

Motion: Member Harris moved to accept the bylaw amendment for Section 5 .
Member Cipolla seconded.

Discussion:

Vote:	7 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Aye
	2 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Absent
		Member Seimears	Absent
		Member Supple	Aye
		Member Trautman	Aye

9. Public Comment

10. Board Member Comment

Member Cipolla is excited to have a grant writer available to the board.

Chairman Trautman thanks the Director and his staff for their hard work and is also excited about the grant writer.

11. Adjournment

Motion: Member Harris moved to adjourn the regular meeting.
Member Cipolla seconded.

Discussion: None

Vote:	7 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Aye
	2 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Absent
		Member Seimears	Absent
		Member Supple	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Park Board adjourned at 7:25 pm.

Respectfully submitted,
Greta Naab
Office Assistant

STAFF REPORT

To: Park Board
From: John McLain, CPRP/AFO
Recreation Superintendent
Date: January 2019
Subject: Recreation Report

Administrative Operations

- Staff booked rentals and scheduled part time staff for Centerview, both internal and paid.
- Provided customer service via the phone, email, and walk ups.
- Staff continued training Recreation Attendants to work at the RAC and Centerview, Concessions Manager, and Facility Attendants for setup and breakdown of Centerview bookings.
- Staff gave Centerview tours and rental quotes to interested parties.
- Staff worked with renters to finalize their events: wedding, holiday parties, trainings, celebration of life, and baby showers.
- Staff continued working with I.T. and Rec Trac to hook up new computers and WiFi at RAC and Concession Stands.
- Staff worked on booking trainings for department staff.
- Staff set up/ran/tore down Mayor's Tree Lighting.
- Staff organize RAC Storage Room.
- Staff collected/counted coats for Mayor's Coat Drive.
- Staff began taking registration for Winter/Spring programs.

Meetings/Trainings Attended

- Athletic Coordinator Brennon
 - December 6 - South Metro Basketball Scheduling Meeting
 - January 16 - Kansas City Programmers Meeting
 - January 24 - South Metro Soccer Meeting
- Recreation Coordinator VanKeulen
 - January 4 - Intern Interview
 - January 16 - KCPMG Meeting
- Recreation Superintendent McLain
 - December 4 & 11 - One on one with Coordinator VanKeulen
 - December 4 & 11 - One on one with Coordinator Brennon
 - December 4 & 11 - One on one with Office Assistant Naab
 - December 5 - Raymore United Soccer Summit meeting
 - December 6 - T.B. Hanna Design Team meeting
 - December 12 - Meeting with Finance on Rec Trac and Credit Card software
 - December 12 - Challenger Sports winter trainer usage meeting
 - December 13 - South Metro Sports Group Supervisor meeting
 - December 17 - Joint Work Session with Park Board & City Council
 - December 19 - MML Webinar Training

- January 4 - Interviewed a person for a summer internship
- January 8, 22, & 30 - One on one with Coordinator VanKeulen
- January 8, 22, & 29 - One on one with Coordinator Brennon
- January 8, 22, & 29 - One on one with Office Assistant Naab
- January 8 - Park Board Work Session
- January 9 & 31 - Marketing meeting with Communications Specialist McGhee
- January 10 - Parks Security meeting
- January 16 - Met with baseball and softball Tournament Directors from Grand Slam, Midwest Sports Production, and USSSA to set dates for 2019.
- January 22 - Park Board Meeting
- January 23 - Challenger Sports spring trainer meeting
- January 24 - Hawk Ridge Park Playground meeting

Programs

- Bridge Club is growing - 8 participating regularly

Rentals/Events/Concessions

- Rentals/Usage
 - Ball Fields
 - N/A
 - Centerview
 - Rental Usage
 - 30 paid rental bookings
 - Program Usage
 - 26 time slots
 - Special Events
 - N/A
 - Social Gathering Events
 - N/A
 - City Internal Usage
 - 15 bookings
 - RAC
 - Youth Basketball Games
 - Youth Basketball Practices
 - Boy Scout Pinewood Derby Rental
 - Studio Plus Rental
 - Ray-Pec Prowlers Practices
 - Tiny Basketball
 - Kindergarten Basketball
- Events
 - Held
 - N/A
 - Upcoming
 - February 8 - Father-Daughter Valentine's Ball
 - March 9 - Spring Craft Show
- Concessions
 - Concession Stand at Raymore Activity Center is operational for weekend basketball games.

Sports (Adult)

- Adult Volleyball
 - Only one Coed team registered for winter session, session was canceled.
 - Spring season is open for registration, Coed and Womens.
 - Season scheduled to start April 1.
- Adult Softball
 - Registration for Coed and Mens league is currently open.
 - Season scheduled to start April 28.
- Adult Basketball
 - December 15 - 3 on 3 tournament was scheduled.
 - Canceled due to lack of registration.
 - January 22 - 5 on 5 mens league
 - Canceled due to no registration.
 - Registration is open for spring league scheduled to start April 2.

Sports (Youth)

- Winter
 - Tiny Sports
 - Basketball
 - 34 registered participants for tiny basketball.
 - First session held on January 19.
 - Soccer
 - Tiny Soccer registration is open.
 - Tee Ball
 - Tiny Tee ball registration is open.
 - Basketball
 - Basketball games start January 19 (Originally January 12 but postponed due to weather)
 - Final Registration at 186 participants.
 - 27 participants registered for kindergarten basketball.
 - No competitive teams registered this year.
 - Open play Futsal
 - Futsal registrations are open through the entire Futsal session.
 - Current Futsal registrations at 64.
 - Increase of 39 participants over previous year.
- Spring
 - Soccer
 - Soccer registration is open.
 - Volleyball
 - Volleyball registration is open.
 - Baseball/Softball
 - Baseball/Softball registration is open.

STAFF REPORT

To: Park Board
From: Steve Rulo
Parks Superintendent
Date: January 22, 2019
Subject: Parks and Maintenance Report

Park Operations

- Staff has been getting quotes for the removal of the asbestos in the Park House.
- The contractor has removed the Asbestos from the old post office at T.B. Hanna.
- Staff has been working on building more deer props for the Mayor's Tree Event.
- Staff helped out with the 2 snow events on the 12th and the 19th.
- Staff has planted the tulip bulbs in the City Hall beds.
- Staff worked the baseball fields for meetings with other tournament groups.
- The Park Superintendent and the Parks Director attended the Kansas Arborists Shade Tree Convention.
- Staff has removed everything from behind the shop and ready for the new french drain to be installed.
- Staff has set up for the Mayor's Christmas Tree to be taken down and stored for the year.
- Staff has been getting equipment in for winter service.
- On the nicer days staff mowed the Moon Valley fields that did not get mowed earlier.
- Maintenance worker Gus Boos and Superintendent Rulo were notified that they passed the CPSI certification test taken in November.

MONTHLY REPORT

December / January 2018

HIGHLIGHTS

December

- Recreation Superintendent John McLain, Parks Superintendent Steve Rulo and Athletic Coordinator Todd Brennon met with the Raymore United Soccer Club Advisory Committee.
- Athletic Coordinator Todd Brennon and the South Metro Youth Sports Group met at Centerview to schedule the 2019 Recreation Youth Basketball League. Practices started in December and games began in January
- Parks and Recreation Director Nathan Musteen, Recreation Superintendent John McLain and Parks Superintendent Steve Rulo met with consultants for the improvement projects at T.B. Hanna Station.
- Director Nathan Musteen and Parks Superintendent Rulo met with Parks & Recreation Board Member Eastwood to discuss future changes in the disc golf course at Recreation Park to accommodate the Raymore Activity Center and construction for upcoming projects.
- Park maintenance staff built shelving units at the RAC for athletic equipment and summer camp storage.
- Parks and Recreation Director Nathan Musteen, Recreation Superintendent John McLain and Parks Superintendent Steve Rulo met with other city staff to develop a job description and a daily work plan for the Assistant Building Maintenance Technician position.
- December: three bid openings were held for FY 2019 park projects. The Ballfield Lights at Recreation Park, Park House Demolition and the Recreation Park Pond Rehabilitation projects. All projects are scheduled for completion in late spring.
- Parks Maintenance staff installed a total of 5 memorial benches donated in 2018 to the Parks & Recreation Department. Memorial benches can be donated to the Parks and Recreation Department through our Legacy Program or our Hawk's Nest Playground campaign. Information can be found online at www.raymore.com/parks.
- Congratulations to Haley Rhule our new Park Maintenance I Worker. Haley was a park seasonal last summer and is a 2018 graduate of Northwest Missouri State with a degree in horticulture.



- Congratulations to Parks Superintendent Steve Rulo and Parks Maintenance Worker Gus Boos on becoming Certified Playground Safety Inspectors (CPSI). The CPSI certification program provides the most comprehensive and up-to-date training on playground safety issues including hazard identification, equipment specifications, surfacing requirements and risk management methods.
- Park Maintenance staff continued maintenance of the landscape beds and adaptive planting areas at our parks and public facilities. Staff also planted tulip bulbs on Municipal Circle for the spring bloom.
- Recreation Superintendent John McLain met with Straub Construction to review warranty work completed at Centerview.

- Athletic Coordinator Todd Brennon and Recreation Superintendent John McLain met with Challenger Sports in preparation for the upcoming winter and spring soccer programs.

- Recreation Coordinator Katie VanKeulen and Athletic Coordinator Todd Brennon collected coats from the local elementary schools and City Hall for the Mayor's Coat Drive. All collections were sent to King's Closet at Beacon of Hope Church. 67 coats, 60 scarves/hats/gloves and multiple clothing items were donated. Thank you to everyone who participated!



- Athletic Coordinator Todd Brennon delivered Thank You plaques and league posters to all the fall sports league sponsors.
- Parks staff trimmed trees along Lemor and Eagle Glen trails. Staff pulled all baseball pitching mounds and bases off the fields for winter.
- Parks Superintendent Steve Rulo completed and submitted a re-application for Tree City USA.

January

- Athletic Coordinator Todd Brennon began registering our Raymore United Soccer teams for the spring Heartland Soccer league.
- Registration is now open for the Father/Daughter Valentine's Ball at Centerview on Feb. 8 and the Spring Craft Show at the RAC on March 9. Call the Parks and Recreation Office at 816-322-2791 to register.
- Work began at the old post office building at T.B. Hanna Station in preparation for renovations this spring.

- Registrations have been pouring in for the first Spring Craft Show scheduled for March 9 at the Raymore Activity Center. For more information contact the Parks and Recreation Office or log onto our website at www.raymore.com/parks
- Park Maintenance staff have started preparations at the maintenance complex to install a new french drain along to foundation of the shop to prevent flooding.
- Park Maintenance staff mowed the natural areas at Moon Valley Park and trimmed trees at Memorial Park.
- Parks and Recreation Director Nathan Musteen attended the Kansas City Metro Area Parks and Recreation Directors Association winter meeting at the Longview Community Center.
- Parks and Recreation Director Nathan Musteen, Parks Superintendent Steve Rulo and Assistant City Manager Mike Ekey met regarding the Buildings and Grounds Department.
- Recreation Superintendent John McLain and Communications Specialist Melissa McGhee met on Parks and Recreation marketing.
- The Parks and Recreation Winter Program Guide arrived in homes across Raymore.
- Parks and Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo attended the Kansas Arborist Shade Tree Conference.
- Park Maintenance Staff participated in the Public Works snow plow plan and the Building & Grounds facility coverage plan during the recent snow events.
- Recreation Superintendent John McLain met with USSSA, Midwest Sports Production and Grand Slam Sports to reserve and schedule 2019 tournament dates and baseball complex rentals.

CENTERVIEW

December / January

- Tri-County Art League Christmas Party
- Wedding and Reception
- Community Bank of Raymore Emerald Annual Lunch
- Apple Bus Company Christmas Lunch
- Shop With A Cop Christmas Event
- Wedding Rehearsal Dinner
- Memorial Service
- Business Meeting
- You Matter Raymore Community Meeting
- Award Ceremony and Gala for Crossfit/Nexus-a local gym
- Raymore Police Training

- Family Art Day
- Pathways Compass Health all day training (full facility)

RAC - Raymore Activity Center

- Boy Scout - Pack 4315: Pine Wood Derby races
- Friday night *Open Futsal League*
- Basketball Practices

RECREATION PROGRAMS & SPECIAL EVENTS



*Father-Daughter
Valentine's Ball*
February 8 ♥ 7-9 p.m. ♥ Centerview

Join in a special evening that fathers and daughters will remember for a lifetime. There will be music, dancing, a chocolate fountain, games and a photo booth to help capture the memories.

Ages // 4-12
Cost // \$30 per couple + \$5 for each additional daughter or dad
Register by // Feb. 1




**SPRING
CRAFT
SHOW**

March 9, 10 a.m.-2 p.m.
Raymore Activity Center
1011 S. Madison St.

Come shop from a variety of different arts and crafts vendors.
Interested in being a vendor?
Please contact Katie Vankeulen at kvankeulen@raymore.com





Raymore Parks and Recreation Board Agenda Item Information Form

Department Division: P&R Administration
Submitted By: Nathan Musteen
Date: January 22, 2019

<input type="checkbox"/>	Discussion Item	X	Action Item
X	Council Recommendation	<input type="checkbox"/>	Presentation

Title / Issue / Request:

Bill 3428 Recreation Park Shelter and Park House Demolition
--

Background / Justification:

This project would involve the demolition of the current Recreation Park Shelter & House.

Bids for the Recreation Park Shelter & House Project were received on December 20, 2018 as follows:

Tasco LLC	\$18,800.00
Earthworks Excavation & Associates LLC	\$21,600.00
Padgett Brothers Excavation LLC	\$35,000.00

Tasco LLC was determined to be the lowest and best bidder. Staff recommends the contract for the Recreation Park Shelter & House Demolition Project to be awarded to Tasco LLC in the amount of \$18,800.

This contract is only for the Park House Demolition. A remaining balance of \$191,200.00 is to build a new shelter at the current house location.

Financial Impact: \$18,800.00

Project Timeline:

Park Board:	January
City Council:	January - February
Construction:	March - April

Staff Recommendation: Staff recommends approval

Attachments: Bill 3428
Contract

BILL 3428

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TASCO LLC FOR THE RECREATION PARK SHELTER & HOUSE DEMOLITION, CITY PROJECT NUMBER 19-318-201, IN THE AMOUNT OF \$18,800.00."

WHEREAS, the Recreation Park Shelter and House Demolition Project was included in the 2019 capital budget; and

WHEREAS, bids for this project were received on December 20, 2018; and

WHEREAS, Tasco LLC has been determined to be the lowest and best bidder.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is directed to enter into a contract in the amount of \$18,800 with Tasco LLC, for the Recreation Park Shelter & House Demolition project.

Section 2. The City Manager is authorized to execute the contract attached as Exhibit A for the City of Raymore.

Section 3. The City Manager is authorized to approve change orders for this project within established budget constraints.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 28TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad

Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

DEMOLITION OF THE PARK HOUSE FACILITY

Agreement made this 11th day of February, 2019, between Tasco, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 39060 E. 79th St., Kingsville, MO 64061, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of February 11, 2019 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 19-318-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **90** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$18,800.00.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

ARTICLE IV
CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar

day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency)

and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 25) if project is \$75,000 and up. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2016 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

TASCO, LLC

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

DEMOLITION OF THE PARK HOUSE FACILITY

I. GENERAL:

The City of Raymore will receive proposals from qualified firms to provide demolition services of the building located at 909 South Madison Street in the City of Raymore.

The City's primary objective is the removal of the entire structure, foundation and other debris from the site. The City is interested in proposals that recycle some portion or all of the debris material. The City appreciates the Bidders expertise and capabilities and will entertain a variety of debris disposal options.

The property consists of one (1) ranch style house with basement foundation, a cistern for water storage (no longer in use) and large wooden deck. The structure also includes a concrete slab under the converted two car garage and full basement. (See property photographs). The main building was constructed in the 1970's.

A Pre-Demolition Assessment of the property was completed in September 2018. All hazardous materials have been removed.

Utilities that include water, sewer and electrical are to be stubbed and readied for attachment to a future picnic shelter facility.

Removal of the propane tank is the responsibility of Ferrell Gas Company and will be coordinated by the Owner.

II. SCOPE OF SERVICES:

Demolition Requirements:

The demolition requirements under this contract shall consist of the following:

1. The Contractor shall use the methods of demolition required to complete the work in accordance with all codes, ordinances and requirements of governing authorities. Demolition practice shall be acceptable to the City, shall ensure the safety of persons and equipment and provide adequate protection of the environment. The Contractor shall schedule demolition activities to minimize delays, storage of debris, and construction traffic on-site.
2. Contractor shall install temporary chain link fencing around the perimeter of the site.

3. All trees on the property and connecting lots are to be fenced off from the demolition of the buildings as determined in the field by the City Arborist. No pruning of trees shall take place without prior approval of the City Arborist. If there is an issue, this must be discussed with the City Arborist and approved prior to demolition.
4. Demolition and removal of all structures and debris on the site.
5. Complete removal of all other walls, partition walls, beams, other projections, footings, foundations, pavement, other miscellaneous appurtenance, construction material, trash, fencing, etc.
6. Removal from the building of all piping, other fixtures, and all wood, rubbish, or other debris.
7. Contractor shall recycle as much demolition debris as practical. All materials that are recyclable and/or salvageable shall be the property of the Contractor. All debris from the demolition and property must be removed and disposed of at an approved landfill.
8. The Contractor shall take whatever steps necessary to control dust during demolition and removal. The Contractor will monitor the haul road for debris. Contractor and City must agree to the most appropriate haul route.
9. Minimize vehicle speed while traveling through the City.
10. Prevent track-out of mud on to public streets.
11. SWPPP Requirements: Contractor shall complete a Stormwater Pollution Prevention Plan (SWPPP) including all necessary Mo DNR forms (found on the web at: <http://www.dnr.mo.gov/env/wpp/stormwater/sw-land-disturb-permits.htm>). Once completed, the City of Raymore will sign and submit the application for a Land Disturbance Permit. The Contractor shall ensure that all erosion and sediment control is maintained and kept in good working condition per the SWPPP and Section 5100 of the Kansas City Metropolitan Chapter of APWA.
12. To the extent practical, minimize work during periods of high winds.
13. Burning of demolition debris is not permitted on site.
14. Avoid or minimize street closures or blockage during construction to avoid impact to emergency response times.
15. All utility services shall be temporarily interrupted by capping utilities off until the new project begins. Contractor will coordinate with the City of any utility services.
16. Required permits for demolition shall be obtained at the City of Raymore, 816-331-0488.

Backfill Requirements:

1. Upon completion of demolition, sufficient filling and grading shall be done. All below grade areas shall be filled. Where sloped grade or open areas are to remain unfilled for more than 24 hours, the Contractor will be required to encircle the open area by a standard fence, or equal type of fencing, for safety reasons.

2. Contractor shall provide adequate clean fill material to fill any voids created by the demolition.
3. Contractor shall level and compact all clean fill returned to site location.
4. All rubbish, non-usable fill, debris, equipment, etc., resulting from demolition work shall be removed from the premises during and/or upon the completion of work, leaving the site area acceptable to the satisfaction of the City's Project Manager.
5. The backfill material will be compacted to a density of 90% T-99 Designation or appropriate materials based on the Contractor's proposal.
6. Site restoration shall consist of fine grading the site to ensure positive drainage and conform to the surrounding sites, placement of temporary seeding in accordance with the SWPP. **No seeding will be placed without grading approval of the project manager.** All seeding shall be equivalent to the Sentinel CPQ Turf Type Tall Fescue Blend subject to approval of the City.

III. GENERAL TERMS/REQUIREMENTS:

1. *Construction Scheduling:* Weather permitting, the time difference between removal operation and the replacement material shall not exceed more than two (2) months. The Project Manager must approve any changes.
2. Contractor and/or its sub-contractors will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
3. Contractor will be responsible for providing personnel, equipment, materials, sub-contractors, professional services, and other items required to provide the forgoing at his expense.
4. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
5. **Mobilization, Bonds, and Insurance:** Mobilization shall be included as a lump sum bid for mobilization in the contract bid documents, and to establish a uniform method of payment based on the amount of work completed. The following table shall be used to establish the payment distribution for this item:

Payment Percentage	Percentage of Original Contract Completed
25%	5%
50%	10%
75%	25%
100%	50%

IV. PROTECTION OF PUBLIC & PRIVATE PROPERTY:

1. *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the Contractor shall be repaired according to the utility company's standards at the expense of the Contractor.
2. *Pavement Protection:* Whenever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement including current parking lots and then entrance drive. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced per City specifications.
3. *Tree Protection:* Whenever the work is near existing trees on the property and connecting lots, which are to be retained, trees are to be fenced off as determined by the City Arborist. The Contractor shall use utmost care not to damage or destroy any existing trees. Any trees damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced monetarily with an amount as recommended by Arboriculture industry standards provided by the Missouri Urban Forester through the Missouri Department of Conservation.
4. *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees and underground utilities adjacent to construction site. The Contractor shall be responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, cause by him or his Sub-Contractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

If you have any questions, please contact Steve Rulo at 16-322-2791.

V. PROJECT MANAGER

The Director of Parks and Recreation or his/her designee shall be the Project Manager for this project.

VI. PROJECT AWARD:

Project Award: Award of the project will be made based upon the lowest best and most responsive proposal received with all qualifications as required in General Conditions. The contractor shall take special consideration of the "Information for Bidder" section of the project contract documents.

The City of Raymore reserves the right to increase, reduce or delete any bid items after award of the contract. No Adjustment will be made to the unit prices bid on the contract for any items because of increase, reduction or deletion.

VII. PROJECT COMPLETION AND SCHEDULE

All work shall be completed within **90** Calendar Days from the date of the *Notice to Proceed*.

VIII. MEASUREMENT

It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the contract documents for the proper and successful completion of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

This is a unit price contract. Partial payment will be made at monthly intervals based on the work completed during the period. A 5% retainage will be held per invoice submitted and will be paid in whole upon City Council acceptance of the project.

Vendors are encouraged to measure all work and job site areas to ensure accuracy and totals. Measurements listed within the scope are approximate and provided only for reference.

ADDITIONAL BIDDING INFORMATION

1. Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 19-318-201

Appendix B
General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s) in consultation with the Finance Director. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Public Works Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of February, 2019.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

- \$1,000,000 Each Occurrence Limit
- \$ 100,000 Damage to Rented Premises
- \$ 5,000 Medical Expense Limit
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 25 for Cass County, Missouri, USA.

G. Invoicing and Payment

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoices shall be based on the following schedule:

At completion of work – 95% of contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Raymore City council, at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

H. Cancellation

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. Contractual Disputes

The Contractor shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

The Bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Bidder further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 25). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

Certificate copies must be submitted with the RFP, if project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in the amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such

other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

X. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

Y. American Products

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. Affidavit of Work Authorization and Documentation

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein

by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PROPOSAL FORM A
RFP 19-318-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Ray Sud having authority to act on behalf of (Company name) TASCO LLC do hereby acknowledge that (Company name) TASCO LLC will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: TASCO LLC

ADDRESS: 39060 E 179th St
Street

ADDRESS: Kingsville MO 64061
City State Zip

PHONE: 816-269-9507

E-MAIL: tascollc2016@yahoo.com

DATE: 12-19-2018 Ray Sud / Vice President
(Month-Day-Year) Signature of Officer/Title

DATE: _____
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
 WBE (Women Owned Enterprise)
 Small Business

PROPOSAL FORM B

RFP 19-318-201

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No
 2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No
 3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No
 4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No
 5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No
 6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No
 7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No
 8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No
- *With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No
 10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

___ Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

___ Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
RFP 19-318-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	City of Raymore
ADDRESS	100 Municipal Cir. Raymore MO 64083
CONTACT PERSON	Phil Becker
CONTACT EMAIL	JBecker@raymore.com
TELEPHONE NUMBER	816-648-6785
PROJECT, AMOUNT AND DATE COMPLETED	\$ 299,350. ⁰⁰ 195 th St Calvert Sept. 2016

COMPANY NAME	Osceola City, MO
ADDRESS	210 Olive St. Osceola MO 64776
CONTACT PERSON	Rob Hechenlively
CONTACT EMAIL	mayor@cityofosceola.com
TELEPHONE NUMBER	417-646-8421
PROJECT, AMOUNT AND DATE COMPLETED	Osceola Boat Ramps, 130,000. ⁰⁰ 12-15-17

COMPANY NAME	Pleasant Hill R-III School District
ADDRESS	316 Cedar St, Pleasant Hill MO 64080
CONTACT PERSON	Jerry Johnson
CONTACT EMAIL	Gerald.Johnson@SKW-inc.com
TELEPHONE NUMBER	816-863-4040
PROJECT, AMOUNT AND DATE COMPLETED	Primary School Parking Lot Improvements July 20, 2016 \$154,807.50

COMPANY NAME	Pleasant Hill R-III School District
ADDRESS	316 Cedar St. Pleasant Hill MO 64080
CONTACT PERSON	Jerry Johnson
CONTACT EMAIL	Gerald.Johnson@SKW-inc.com
TELEPHONE NUMBER	816-863-4040
PROJECT, AMOUNT AND DATE COMPLETED	Sewer System Improvements Primary School \$126,293.45 June 24, 2016

COMPANY NAME	MODOT
ADDRESS	1000 NE Colbern Rd, Lee's Summit MO
CONTACT PERSON	Chad Baldwin
CONTACT EMAIL	Chad.baldwin@modot.mo.gov
TELEPHONE NUMBER	816-365-7066
PROJECT, AMOUNT AND DATE COMPLETED	Slide Repair \$334,835.76 Nov. 21, 2018

State the number of Years in Business: 3

State the current number of personnel on staff: 4

PROPOSAL FORM D

RFP 19-318-201

Proposal of Tasco LLC, organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as LLC (*)
Individual

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 19-318-201- Park House Demolition.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. 19-318-201

DEMOLITION OF THE PARK HOUSE FACILITY

Base Bid \$ 18,800

Recycling Credit \$ 0

Final Bid: \$ 18,000

Total Base Bid for Project
Number: 19-318-201

\$ 18,800

In blank above insert numbers for the sum of the bid.

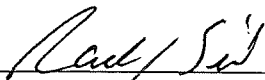
(\$ eighteen thousand eight hundred dollars)

In blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 19-318-201
CONTINUED**

The undersigned is familiar with the conditions surrounding this project and is aware that the City of Raymore reserves the right to reject any or all bids, and is submitting this bid without collusion with any other person, individual or corporation.

Company Name Tasco LLC

By 
Authorized Person's Signature

Randy Seid Vice President
Print or type name and title of signer

Company Address 39060 E 179th St
Kingsville mo 64061

Phone 816-269-9507

Fax

Email tascolc2016@yahoo.com

Date 12-19-2018

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No.

Addendum No.

Addendum No.

Addendum No.

Addendum No.

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

100 Municipal Circle · Raymore, MO. 64083
Phone · 816-892-3045 · Fax · 816-892-3093



ADDENDUM NO. 1

Demolition of Park House Facility
Project #19-318-201

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

Addendum No. 1 - Addition of Specification

1. Contractor will remove and dispose of two football goal posts located approximately 1100 feet south of the Park House property. Exact location is between the park entrance drive and the skate park. The goal posts consist of a galvanized base and steel uprights. Contractor will cut and remove the base between 18 and 24 inches below the surface. Surface will be back-filled to grade with seed and straw. Contractor is responsible for repairing any damage to park property during the removal process.

Companies that attended pre-bids were:

Earthworks Excavation
Finished Works
Tasco LLC

Padgett Brothers Excavation
Kaw Valley Companies

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by e-mail at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after December 17, 2018 at 5 p.m.

I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: Tasco LLC

By: Randy Smith

Title: Vice President

Address: 39060 E High St

City, State, Zip: Kingsville, MO, 64061

Date: 12-19-2018 Phone: 816-269-9507

Signature of Bidder: Randy Smith

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Randy Surt, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Randy Surt

Company: TASCO LLC

Address: 39060 E 179th Kingsville MO 64001

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 19-318-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Tasco LLC
Company Name

Randy Seid
Signature

Name: Randy Seid

Title: Vice President

CAITLIN WEST
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXPIRES 5/10/2020
COMMISSION # 16746874

STATE OF Missouri COUNTY OF Cass

Subscribed and sworn to before me this 19th day of December, 2018.

Notary Public: [Signature]

My Commission Expires: 5/10/2020 Commission # 16746874

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.

Company ID Number: 943293

Approved by:

Employer tascolc	
Name (Please Type or Print) tony p shore	Title
Signature Electronically Signed	Date 02/03/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/05/2016

Company ID Number: 943293

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	tascollc
Company Facility Address	39060 e 179th st kingsville, MO 64061
Company Alternate Address	
County or Parish	CASS
Employer Identification Number	811154784
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 943293

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)



Raymore Parks and Recreation Board Agenda Item Information Form

Department Division: P&R Administration
Submitted By: Nathan Musteen
Date: January 22, 2019

<input type="checkbox"/>	Discussion Item	X	Action Item
X	Council Recommendation	<input type="checkbox"/>	Presentation

Title / Issue / Request:

Bill 3429 Recreation Park Ballfield Lighting Project

Background / Justification:

This project would involve the installation of Musco lighting on fields #1 and #2 at Recreation Park. Currently, fields #1 and #2 are the only fields at the baseball/softball complex without lights to accommodate night games and tournament play.

Bids for the Recreation Park Ballfield Lighting Project were received on December 5, 2018 as follows:

Brandy Electric, Inc.	\$89,950.00
Allegiant Electric Company	Unresponsive

Brandy Electric, Inc was determined to be the lowest and best bidder. Staff recommends the contract for the Recreation Park Ballfield Lighting Project to be awarded to Brandy Electric, Inc. in the amount of \$89,950.00

Financial Impact: \$89,950.00

Project Timeline:

Park Board:	January
City Council:	January - February
Construction:	March - April

Staff Recommendation: Staff recommends approval

Attachments: Bill 3429
Contract

BILL 3429

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRANDY ELECTRIC INC. FOR THE RECREATION PARK BALLFIELD LIGHTS, CITY PROJECT NUMBER 19-317-201, IN THE AMOUNT OF \$89,950.00."

WHEREAS, the Recreation Park Ballfield Lights Project was included in the 2019 capital budget; and

WHEREAS, bids for this project were received on December 5, 2018; and

WHEREAS, Brandy Electric Inc. has been determined to be the lowest and best bidder.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is directed to enter into a contract in the negotiated amount of \$89,950.00 with Brandy Electric inc., for the Recreation Park Shelter & House Demolition project.

Section 2. The City Manager is authorized to execute the contract attached as Exhibit A for the City of Raymore.

Section 3. The City Manager is authorized to approve change orders for this project within established budget constraints.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 28TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

RECREATION PARK BALLFIELD LIGHTS

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 11th day of February, 2019, between Brandy Electric, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 500 SW Gull Point Ct, Lee's Summit, MO 64082, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of February 11, 2019 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 19-317-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **90** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$89,950.00.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site

will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 25) if project is \$75,000 and up. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2016 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

BRANDY ELECTRIC, INC.

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

RECREATION PARK BALLFIELD LIGHTS

- I. BACKGROUND:** Raymore Recreation Park located at 1011 S Madison St, Raymore, MO is a destination park and multi-use sports complex that is home to Raymore baseball/softball complex. The complex has a total of six fields; four of the fields currently have lights and two fields used for younger age divisions do not have lights. This complex is used from April through October for practices, leagues and tournaments. Current lighting on fields 3, 4, 5 and 6 are Musco lighting installed in 2001.
- II. PROJECT SUMMARY:** The project is to install Musco athletic field lighting on fields 1 and 2. The City is requesting two proposals and will select the best proposal based on product, warranty and budget constraints.
- III. SCOPE OF SERVICES:**
- A. Green Generation Lighting, HID fixtures with Constant 10 year Warranty**
1. Contractor will install Musco's Light-Structure System with Generation Lighting HID/metal halide fixtures.
 2. This system will include galvanized steel poles, precast concrete foundation, Green Generation Lighting HID/metal halide fixtures, pole length wire harnesses, and electrical components enclosures.
 3. This system should also include a Musco's Constant 10 year warranty for HID including all maintenance costs, parts and labor for the entire warranty period.
- IV. SPECIFICATIONS WHICH APPLY:** The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, October 2001 and subsequent revisions. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall be take precedence for construction. *Where the standards are in conflict, the more stringent criteria shall apply.*

Upon completion the site will be cleaned and all debris removed from the site. The restoration of any disturbed asphalt, amenities, structures, trees or turf areas should be put back to the condition before starting.

V. GENERAL TERMS/REQUIREMENTS:

- A. Contractor and/or its sub-contractors will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
- B. Contractor will be responsible for providing personnel, equipment, materials, sub-contractors, professional services, and other items required to provide the forgoing at his expense.
- C. Site Restoration / Protection
 - 1. Contractor will take any means necessary to protect the trails and pedestrian walkways within or near the project area. Any damage shall be repaired or replaced to equal or better condition.
 - 2. Contractor will replace or repair any damage incurred to the ballfield fences, backstops, shade structures and/or any fixed asset near the project area during the project period.
 - 3. Contractor will seed drill tall turf type fescue approved by Parks personnel or follow APWA specifications section 2400 for Type A seed in all areas of disturbance.
 - 4. Acceptance of this project is subsidiary or incidental to the other projects identified and release of final payment will not occur until vegetation is established or mandatory repairs are complete.
- D. Mobilization, Bonds, and Insurance: Mobilization shall be included as a lump sum bid for mobilization in the contract bid documents, and to establish a uniform method of payment based on the amount of work completed. The following table shall be used to establish the payment distribution for this item:

Payment Percentage	Percentage of Original Contract Earned
25%	5%
50%	10%
75%	25%
100%	50%

VI. PROJECT MANAGER

The Director of Parks and Recreation or his/her designee shall be the Project Manager for this project

VII. PROJECT AWARD:

Project Award: Award of the project will be made based upon the lowest best and most responsive proposal received with all qualifications as required

in General Conditions. The contractor shall take special consideration of the "Information for Bidder" section of the project contract documents.

The City of Raymore reserves the right to increase, reduce or delete any bid items after award of the contract. No Adjustment will be made to the unit prices bid on the contract for any items because of increase, reduction or deletion.

VIII. PROJECT COMPLETION AND SCHEDULE

All work shall be completed within **90** Calendar Days from the date of the *Notice to Proceed*.

The contractor must work with the owner to create a work schedule accommodating any programs, leagues or tournaments held at Recreation Park. All construction/installation must work around any programs, leagues or tournaments. It is the desire of the City to have the new lighting system fully functional prior to the 2019 Youth Baseball/Softball season.

IX. MEASUREMENT

It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the contract documents for the proper and successful completion of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

This is a unit price contract. Partial payment will be made at monthly intervals based on the work completed during the period. A 5% retainage will be held per invoice submitted and will be paid in whole upon City Council acceptance of the project.

Vendors are encouraged to measure all work and job site areas to ensure accuracy and totals. Measurements listed within the scope are approximate and provided only for reference.

X. ADDITIONAL INFORMATION

A. Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 19-317-201

Appendix B
General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of Parks or their authorized representative(s) in consultation with the Finance Director. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Public Works Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of February, 2019.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

- \$1,000,000 Each Occurrence Limit
- \$ 100,000 Damage to Rented Premises
- \$ 5,000 Medical Expense Limit
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 25 for Cass County, Missouri, USA.

G. Invoicing and Payment

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoices shall be based on the following schedule:

At completion of work – 95% of contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Raymore City council, at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

H. Cancellation

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. Contractual Disputes

The Contractor shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

The Bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Bidder further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 25). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

Certificate copies must be submitted with the RFP, if project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in the amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such

other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

X. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

Y. American Products

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. Affidavit of Work Authorization and Documentation

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein

by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PROPOSAL FORM A
RFP 19-317-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Terri Asher having authority to act on behalf of (Company name) Brandy Electric, Inc. do hereby acknowledge that (Company name) Brandy Electric, Inc. will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Brandy Electric, Inc.

ADDRESS: 500 SW Gull Point Ct.
Street

ADDRESS: Lee's Summit, Mo. 64082
City State Zip

PHONE: 816-346-0090

E-MAIL: brandyelectric@comcast.net

DATE: 12-4-2018
(Month-Day-Year)

Terri Asher, Pres.
Signature of Officer/Title

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
- WBE (Women Owned Enterprise)
- Small Business

PROPOSAL FORM B
RFP 19-317-201

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No
 2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No
 3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No
 4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No
 5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No
 6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No
 7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No
 8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No
- *With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No
 10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

___ Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

___ Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
RFP 19-317-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	Mid - America Golf/Sports Const.
ADDRESS	1621 SE Summit, LS. MO. 64081
CONTACT PERSON	Jeff Porter
CONTACT EMAIL	jporter@mid-america-golf.com
TELEPHONE NUMBER	816-524-0010
PROJECT, AMOUNT AND DATE COMPLETED	East HS. Athletic Field Lighting \$465,639.98 Dec. 2018

COMPANY NAME	National Streetscape Const
ADDRESS	402 B. SW Hwy 40 Blue Springs
CONTACT PERSON	Kevin
CONTACT EMAIL	ntl.streetscape@gmail.com
TELEPHONE NUMBER	816-228-5777
PROJECT, AMOUNT AND DATE COMPLETED	\$474,000.00 Raytown Downtown Streetscape Jan. 2017

COMPANY NAME	Clarkson Const. Co.
ADDRESS	P.O. Box 34315 KCMO. 641120
CONTACT PERSON	Chance Hollingsworth
CONTACT EMAIL	www.clarksonconstruction.com
TELEPHONE NUMBER	816-483-8800
PROJECT, AMOUNT AND DATE COMPLETED	Park Hill South HS Lighting \$302,225.00 Aug. 2018

COMPANY NAME	City of Lee's Summit
ADDRESS	220 SE Green St. LSMO. 641063
CONTACT PERSON	Tarah Daugherty, Procurement Officer
CONTACT EMAIL	Tarah.Daugherty@cityofls.net
TELEPHONE NUMBER	816-949-1085
PROJECT, AMOUNT AND DATE COMPLETED	New Ballfield Const. & Service work on Ballfield Lighting (Ongoing)

COMPANY NAME	Louisburg - USD #416
ADDRESS	105 S. 5th St. East Louisburg, KS 66053
CONTACT PERSON	Mike Clevenger
CONTACT EMAIL	mike.c@usd416.org
TELEPHONE NUMBER	913-406-2074
PROJECT, AMOUNT AND DATE COMPLETED	Football/Soccer Lighting \$28,300.00 July 2018 owner supplied equip.

State the number of Years in Business: 31 yrs.

State the current number of personnel on staff: 10

PROPOSAL FORM D

RFP 19-317-201

Proposal of Brandy Electric Inc., organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as Brandy Electric Inc. (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 19-317-201- Recreation Park Ballfield Lights.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 0, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

**BID PROPOSAL FORM E – RFP 19-317-201
CONTINUED**

Proposal #2 - Green Generation Lighting - HID

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance (not to exceed 5%)				\$4,000.00
Materials				\$66,150.00
Labor				\$19,800.00
				\$
TOTAL BID				89,950.00

**Total Bid for Proposal #2
Number: 19-317-201**

\$ 89,950.00

In blank above insert numbers for the sum of the bid.

(\$ Eighty Nine Thousand Nine Hundred fifty dollars ^{no})

In blank above write out the sum of the bid.

BID PROPOSAL FORM E – Project No. 19-317-201

RECREATION PARK BALLFIELD LIGHTS

Proposal #1 - TLC for LED

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance (not to exceed 5%)				\$ 5,500.00
Materials				\$ 87,950.00
Labor				\$ 20,800.00
				\$
TOTAL BID				\$ 114,250.00

**Total Bid for Proposal #1
Number: 19-317-201**

\$ 114,250.00

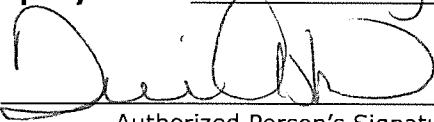
In blank above insert numbers for the sum of the bid.

(\$ One hundred fourteen thousand two hundred fifty 00/100)

In blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 19-317-201
CONTINUED**

Company Name Brandy Electric Inc.

By 
Authorized Person's Signature

Terri Archer, Pres.
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 2

Addendum No. _____

Company Address _____

500 SW Gull Point Ct.
Lee's Summit, MO. 64082

Addendum No. _____

Addendum No. _____

Addendum No. _____

Phone 816-366-0090

Addendum No. _____

Fax 816-366-0422

Email brandyelectric@comcast.net

Date 12-4-2018

LATE BIDS CANNOT BE ACCEPTED!

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Terri Asher, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Terri Asher Brandy Electric Inc

Company: Brandy Electric Inc.

Address: 500 SW Gull Point Ct. Lee's Summit, MO. 64082

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 19-317-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Brandy Electric Inc

Company Name

[Signature]

Signature

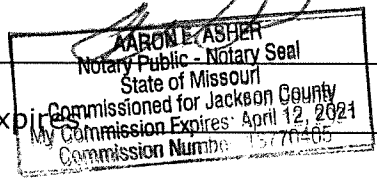
Name: Terrri Asher

Title: President

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 4th day of Dec., 2018.

Notary Public: [Signature]



My Commission Expires [blank] Commission # 13773405

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 189531

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Brandy Electric Inc.

Terri S Asher

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/11/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/11/2009

Date



Raymore Parks and Recreation Board Agenda Item Information Form

Department Division: P&R Administration
Submitted By: Nathan Musteen
Date: January 22, 2019

_____	Discussion Item	X	Action Item
X	Council Recommendation	_____	Presentation

Title / Issue / Request:

Bill 3430 - Recreation Park Pond Rehabilitation Project
--

Background / Justification:

This project would involve the mechanical dredging of soft sediment on the floor of the pond, removal of algae on the surface area, rip-rap stabilization along the bank, inlet channel repairs and overflow spillway repairs.

Bids for the Recreation Park Pond Rehabilitation Project were received on December 7, 2018 as follows:

Rockn' Excavating, LLC	\$59,700.00
Tasco LLC	\$83,475.00
Gridiron Construction LLC	\$117,450.00
Padgett Brothers Excavating LLC	\$147,945.00
Tri-Smith Construction LLC	\$148,360.00
Solitude Lake Management	Non-Responsive

Rockn' Excavating, LLC was determined to be the lowest and best bidder. Staff recommends the contract for the Recreation Park Pond Rehabilitation Project to be awarded to Rockn' Excavating, LLC in the amount of \$59,700.00.

Financial Impact: \$59,700.00

Project Timeline:

Park Board:	January
City Council:	January - February
Construction:	March - May

Staff Recommendation: Staff recommends approval

Attachments: Bill 3430
Contract

BILL 3430

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ROCK N' EXCAVATING, LLC FOR THE RECREATION PARK POND REHABILITATION, CITY PROJECT NUMBER 19-299-201, IN THE AMOUNT OF \$59,700.00."

WHEREAS, the Recreation Park Pond Rehabilitation Project was included in the 2019 capital budget; and

WHEREAS, bids for this project were received on December 7, 2018; and

WHEREAS, Rock n' Excavating, LLC has been determined to be the lowest and best bidder.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is directed to enter into a contract in the amount of \$59,700.00 with Rock n' Excavating, LLC for the Recreation Park Pond Rehabilitation project.

Section 2. The City Manager is authorized to execute the contract attached as Exhibit A for the City of Raymore.

Section 3. The City Manager is authorized to approve change orders for this project within established budget constraints.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 28TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

RECREATION PARK POND REHABILITATION

Agreement made this 11th day of February, 2019, between Rock n' Excavating, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 15810 C Hwy, Kearney, MO 64060, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of February 11, 2019 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 19-299-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **90** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$59,700.00.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

ARTICLE IV
CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar

day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency)

and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 25) if project is \$75,000 and up. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2013 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

ROCK N' EXCAVATING, LLC

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

RECREATION PARK POND REHABILITATION

- I. BACKGROUND:** Raymore Recreation Park is a destination park and multi-use sports complex that has recently constructed the Raymore Activity Center (RAC) at the park. The RAC has a view of the complex's 1.2-acre pond. The parking lot for the complex is adjacent to a stormwater channel that directs stormwater to the pond. Directly up gradient of the channel is a residential housing development built in the past 15 years. During storm events, stormwater from the development would flow through the channel and deposit sediment into the pond.
- II. PROJECT SUMMARY:** The project is a restoration of the stormwater channel and Recreation Pond located at the Raymore Recreation Park at 1011 S. Madison St., Raymore, Missouri. The City is requesting a phased approach to restore the pond during the off season for recreation, limiting the disturbance for recreational activity. Due to the area of proposed disturbance, a Land Disturbance Application and a Stormwater Pollution Prevention Plan (SWPPP) will be required. The tasks to restore the pond by mucking and removing the majority of the soft sediment in thicknesses of up to 1-2 feet, as shown on the attached discovery study, are detailed below:
- III. ANTICIPATED SCOPE OF SERVICES:**
- 1: Project Planning & SWPPP Preparation**
- A. Contractor will prepare project specific Health and Safety Plan.
 - B. Contractor will submit Land Disturbance Application for permit to Missouri Department of Natural Resources (MDNR).
 - C. Contractor will prepare SWPPP.
 - D. Contractor will complete utility locate request (811).
 - E. Contractor will locate private utility lines with the assistance of knowledgeable Parks personnel.
 - F. Contractor will mobilize equipment, personnel, and materials to the site.
- 2: Inlet Channel Restoration & BMP installation**
- A. Contractor will remove excess sediments from channel.
 - B. Contractor will shape channel for proper flow.
 - C. Contractor will import 8-12-inch limestone to construct five rock check dams along 800-lineal feet to control sediment.
 - D. Contractor will install control BMP's (silt fence/straw wattle) for SWPPP and muck pit.
- 3: Mechanically Dredge Soft Sediment from Pond**
- A. Contractor will construct muck pit for removed soft sediment.

- B. Contractor will mechanically muck and remove soft sediment utilizing an excavator, track steer and five cubic yard dump truck.
- C. Contractor will deposit sediment in muck pit allowing water to drain back to pond after passing through BMP filters.
- D. Contractor will stage sediment so that it can easily be spread onsite to eliminate cost for disposal.
- E. Contractor will mechanically repair any current failure in the dam or restore to equal or better condition any damage incurred to the dam during the project.

4: Inlet Channel Stabilization

- A. Contractor will spread dried sediment in an area previously agreed to by Raymore Parks personnel.
- B. Contractor will grade all disturbed areas.
- C. Contractor will broadcast Pretty Prairie Short Grass mix to include Little Bluestem, Sideoats Grama, Illinois Bundleflower, Partridge Pea, and Plains Coreopsis.
- D. Contractor will clean sediment from rock checks in channel.
- E. Contractor will install Turf Reinforcement Matting (TRM) in channel to prevent erosion during high flow storm events.
- F. Contractor will seed drill tall turf type fescue approved by Parks personnel or follow APWA specifications section 2400 for Type A seed in all areas of disturbance not designated for native species.

5: Pond Riprap Bank Stabilization

- A. Contractor will import 8-12-inch rip rap and place on face of pond bank approximately 12-inches in depth and 6-8 feet wide.
- B. Contractor will set rock with excavator bucket.
- C. Contractor will prepare final report.

6: Floating Fountain

- A. Contractor will remove floating fountain and all electrical service and anchoring systems at the beginning of the project.
- B. Contractor will re-install floating fountain in the center of the pond with appropriate anchor systems and electrical services at the end of the project.
- C. Contractor will ensure the floating fountain is in full operational condition at the conclusion of re-installation.

7: Site Restoration / Protection

- A. The City Arborist will identify any trees within the designated work zone that shall be removed as part of the restoration project.
- B. Contractor will protect all trees within 50 feet of pond bank or inlet channel by temporary construction fence as directed by the City Arborist.
- C. Contractor will take any means necessary to protect the trails and pedestrian bridge within or near the project area. Any damage shall be repaired or replaced to equal or better condition.

- D. Contractor will replace or repair any damage incurred to the disc golf course including concrete pads and basket equipment during the project period.
- E. Contractor will seed drill tall turf type fescue approved by Parks personnel or follow APWA specifications section 2400 for Type A seed in all areas of disturbance not designated for native species. Acceptance of this project is subsidiary or incidental to the other projects identified and release of final payment will not occur until vegetation is established.

IV. SPECIFICATIONS WHICH APPLY:

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, October 2001 and subsequent revisions. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall be take precedence for construction. *Where the standards are in conflict, the more stringent criteria shall apply.*

Upon completion the site will be cleaned and all debris removed from the site. The restoration of any disturbed asphalt, amenities, structures, trees or turf areas should be put back to the condition before starting.

V. GENERAL TERMS/REQUIREMENTS:

- A. Contractor is certified in Stormwater BMP (Best Management Practice) Inspection and Maintenance, and is a Certified Compliance Inspector of Stormwater (CCIS).
- B. Contractor is a National Stormwater Center Certified Stormwater Inspector.
- C. Contractor and/or its sub-contractors will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
- D. Contractor will be responsible for providing personnel, equipment, boats, materials, sub-contractors, professional services, and other items required to provide the forgoing at his expense.

- E. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
- F. Mobilization, Bonds, and Insurance: Mobilization shall be included as a lump sum bid for mobilization in the contract bid documents, and to establish a uniform method of payment based on the amount of work completed. The following table shall be used to establish the payment distribution for this item:

Payment Percentage	Percentage of Original Contract Earned
25%	5%
50%	10%
75%	25%
100%	50%

VI. PROJECT MANAGER

The Director of Parks and Recreation or his designee shall be the Project Manager for this project

VII. PROJECT AWARD:

Project Award: Award of the project will be made based upon the lowest best and most responsive proposal received with all qualifications as required in V. General Conditions. The contractor shall take special consideration of the "Information for Bidder" section of the project contract documents.

The City of Raymore reserves the right to increase, reduce or delete any bid items after award of the contract. No Adjustment will be made to the unit prices bid on the contract for any items because of increase, reduction or deletion.

VIII. PROJECT COMPLETION AND SCHEDULE

All work shall be completed within **90** Calendar Days from the date of the *Notice to Proceed*.

IX. MEASUREMENT

It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the contract documents for the proper and successful completion of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

This is a unit price contract. Partial payment will be made at monthly intervals based on the work completed during the period. A 5% retainage will be held per invoice submitted and will be paid in whole upon City Council acceptance of the project.

Vendors are encouraged to measure all work and job site areas to ensure accuracy and totals. Measurements listed within the scope are approximate and provided only for reference.

X. ADDITIONAL BIDDING INFORMATION

1. Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 19-299-201

Appendix B
General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s) in consultation with the Finance Director . The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Public Works Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of February, 2019.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

- \$1,000,000 Each Occurrence Limit
- \$ 100,000 Damage to Rented Premises
- \$ 5,000 Medical Expense Limit
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 25 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoices shall be based on the following schedule:

At completion of work – 95% of contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Raymore City council, at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Contractor shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

The Bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Bidder further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 25). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

Certificate copies must be submitted with the RFP, if project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in the amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such

other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

X. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

Y. American Products

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. Affidavit of Work Authorization and Documentation

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein

by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PROPOSAL FORM A

RFP 19-299-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Melanie Hannah having authority to act on behalf of (Company name) Rock n' Excavating, LLC do hereby acknowledge that (Company name) Rock n' Excavating, LLC will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Rock n' Excavating, LLC

ADDRESS: 1580 C Hwy Street

ADDRESS: Kearney Mo 64060
City State Zip

PHONE: 816-260-4447

E-MAIL: Melanie @ rockmypond.com

DATE: 12-6-2018 Melanie Hannah / member
(Month-Day-Year) Signature of Officer/Title

DATE: _____
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
- WBE (Women Owned Enterprise)
- Small Business

PROPOSAL FORM B

RFP 19-299-201

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No X
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No X
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No X
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No X
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No X
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No X

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X
10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C

RFP 19-299-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	Hollywood Casino
ADDRESS	777 Hollywood Casino Blvd, KC, KS 66111
CONTACT PERSON	Tom Paschall
CONTACT EMAIL	Thomas.Paschall@PNGaming.com
TELEPHONE NUMBER	913-230-1034
PROJECT, AMOUNT AND DATE COMPLETED	\$ 66,200.00 11-27-17

COMPANY NAME	Kauffman Foundation
ADDRESS	4801 Rockhill Rd. KC, MO 64110
CONTACT PERSON	Lindsay Guffey
CONTACT EMAIL	Lindsay.Guffey@cushwake.com
TELEPHONE NUMBER	816-932-1209
PROJECT, AMOUNT AND DATE COMPLETED	\$ 17,365.00 9-18 ; \$80,000.00 4-16

COMPANY NAME	City of Gardner Golf Course
ADDRESS	120 E Main St., Gardner, KS.
CONTACT PERSON	Matt McClure
CONTACT EMAIL	m McClure @ Gardner Kansas, gov
TELEPHONE NUMBER	913-856-0961
PROJECT, AMOUNT AND DATE COMPLETED	\$ 49,700.00 7/18

COMPANY NAME	Plattsburg Golf Course
ADDRESS	709 Council Place, Plattsburg, MO
CONTACT PERSON	Gary Ellington
CONTACT EMAIL	GElife @ aol.com
TELEPHONE NUMBER	816-539-3328, 816-271-3036
PROJECT, AMOUNT AND DATE COMPLETED	\$ 23,000.00 2/18

COMPANY NAME	Tom Manners
ADDRESS	9419 State Rt 92, Liberty, MO 64068
CONTACT PERSON	Tom Manners
CONTACT EMAIL	Tmanners @ msn.com
TELEPHONE NUMBER	816-210-8108
PROJECT, AMOUNT AND DATE COMPLETED	\$ 30,000.00 10/18 \$ 51,000.00 12-18

State the number of Years in Business: 13

State the current number of personnel on staff: 7

PROPOSAL FORM D

RFP 19-299-201

Proposal of Rock'n' Excavating, LLC, organized and
(Company Name)
existing under the law of the State of MO, doing business
as _____ (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 19-299-201- Rec Park Pond Rehabilitation.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) _____, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. 19-299-201

RECREATION PARK POND REHABILITATION

Base Bid

Bid Items	Units	Total
<i>Scope of Service Item Numbers</i>		
1. Project Planning & SWPPP Preparation	Lump Sum	\$ 5,500.00
2. Inlet Channel Restoration & BMP	Lump Sum	\$ 3,500.00
3. Mechanically Dredge Soft Sediment from Pond	Lump Sum	\$ 19,000.00
4. Inlet Channel Stabilization	Lump Sum	\$ 5,500.00
5. Pond Rip-Rap Bank Stabilization	Lump Sum	\$ 17,000.00
6. Floating Fountain	Lump Sum	\$ 2,500.00
7. Site Restoration / Protection	Lump Sum	\$ 4,500.00
Mobilization, Bonds and Insurance (Not to exceed 5%)		\$ 2,200.00
TOTAL BASE BID		

Total Base Bid for Project Number: 19-299-201

\$ 59,700.00

In blank above insert numbers for the sum of the bid.

(\$ fifty-nine thousand-seven hundred dollars.)

In blank above write out the sum of the bid.

Bid includes rip rap 8" to 30" for better bank stabilization.

**BID PROPOSAL FORM E – RFP 19-317-201
CONTINUED**

Company Name Rock N' Excavating, LLC

By Melanie Hannah
Authorized Person's Signature

Melanie Hannah
Print or type name and title of signer

Company Address 15810 C Hwy
Kearney, MO 64060

Phone 816-260-4447

Fax _____

Email melanie@rockmypond.com

Date 12-6-2018

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Melanie Hannah, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Melanie Hannah

Company: Rock'n Excavating, LLC

Address: 15810 C Hwy, Kearney, MO 64060

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 19-299-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the

employees working in connection with the contracted services.

Rock'n Excavating, LLC

Company Name

Melanie Hannah

Signature

Name: Melanie Hannah

Title: member

STATE OF Missouri

COUNTY OF Clay

Subscribed and sworn to before me this 7 day of Dec, 2018.

Notary Public:

Robert S. Tate Jr.

Robert S. Tate Jr.
Notary Public-Notary Seal
State of Missouri-County of Clay
My Commission Expires 12/20/2019
Commission # 11383862

My Commission Expires: 12/20/2019

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.



Raymore Parks and Recreation Board Agenda Item Information Form

Department Division: P&R Administration
Submitted By: Nathan Musteen
Date: January 22, 2019

_____	Discussion Item	X	Action Item
X	Council Recommendation	_____	Presentation

Title / Issue / Request:

Bill 3432 - Contract Amendment, CFS Engineers
--

Background / Justification:

In February 2018, the City Council passed Bill 3341 authorizing the Mayor to enter a contract with CFS Engineers for design and consulting services associated with the G.O. Bond projects approved by voters in 2016 for T.B. Hanna Station.

Projects included the ice rink, sprayground, earthwork and renovation of the old post office facility. The City would assume the cost of installation for the asphalt trail and playground.

In September 2018, Unlimited Play LLC., a non-profit organization currently working with staff for the design and fundraising efforts on the Hawks Nest Playground at Hawk Ridge Park, asked if the Parks & Recreation Department would be interested in partnering to create an additional inclusive playground and sprayground at T.B. Hanna Station.

Unlimited Play helped secure a \$135,000 donation for the proposed sprayground and playground improvements through Variety Kansas City (Variety KC).

The Park Board approved a Memorandum of Understanding with Variety KC in November and the City Council passed Bill 3417 in January 2019 authorizing the Mayor to enter the MOU and officially accept the donation.

Since the passage of Bill 3417, additional work and a redesign of several elements of T.B. Hanna are required. An amendment to the design and consulting contract with CFS Engineers is before the Park Board which includes all elements of redesign that meet G.O. Bond obligations, the MOU with Variety KC and design specifications through Unlimited Play.

An additional \$23,000 to the current contract of \$53,100 is outlined in the attached proposal. The total contract for design and consulting for T.B. Hanna Station with CFS Engineers totals \$76,100.

Financial Impact:	\$76,100
Project Timeline:	Park Board: January City Council: February
Staff Recommendation:	Staff recommends approval
Attachments:	Bill 3432 Contract Amendment

BILL 3432

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING A CONTRACT WITH CFS ENGINEERS FOR THE T.B. HANNA STATION PROJECT, IN THE AMOUNT OF \$21,000 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, The City Council has awarded a design and consulting contract for the T.B. Hanna Station sprayground and playground; and

WHEREAS, The City has accepted a donation from Variety Kansas City changing the scope of work to add inclusive features for people of all abilities; and

WHEREAS, It is necessary and desirable to have the architect review and revise design and construction documents for T.B. Hanna Station; and

WHEREAS, this work is in addition to the scope of services in the initial contract with CFS Engineers.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is hereby directed to execute a Contract Addendum in the amount of \$21,000 with CFS Engineers for the T.B. Hanna Station project.

Section 2. The City Manager is authorized to execute the contract, attached as Exhibit A, and to approve change orders for this project within established budget constraints.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 28TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

1421 E. 104th Street
Ste 100
Kansas City, Missouri 64131
(816) 333-4477 Office

1/14/19

Re: T.B. Hanna Station Park
Additional Services Request #1

cfse.com

Dear Nathan Musteen,

Other Offices:
Kansas City, Kansas
Lawrence, Kansas
Holton, Kansas
Topeka, Kansas
Wichita, Kansas
Hollister, Missouri
Springfield, Missouri
Jefferson City, Missouri

We understand that as we are nearing the end of the construction design phase of the project, the City of Raymore would like to switch direction toward a universal designed park, with many of the same features, but different products. We understand that instead of using Athco plumbing/electrical systems and Aquatics products, we are now changing the design to meet the requirements of the grant which require All Inclusive Rec and RainDrop products. This is a substantial change in schedule and design.

We would very much like an opportunity to discuss the following additional services as we prepare to change our design for the sprayground, playground and infrastructure. Outlined below are project specifics as they relate to our services agreement.

Sprayground

Our design scope contract amount was for \$21,000. We need to redesign the site and sprayground area for the all-inclusive sprayground elements. We need to investigate the following:

- Plumbing systems, equipment and their operational requirements.
- Treatment system including underground tank, chlorination/UV system and winter drainage requirements
- Electrical needs for lighting within the sprayground
- Confirm fencing
- Confirm components of the sprayground including colors, train themes, number and type of activation buttons (should they be able to be activated by wheels), the need for the 2 translucent walls to separate the younger kids and if so, what they look like, whether or not we have a water tank and any customizations (ie park name)
- Lighting

We need to redraw the following

- Layout of the sprayground, location of elements and pavement patterns
- Grading, drainage, stormwater, and sewer connections
- Plumbing and electrical features for sprayground
- Design and specify the fencing and entry gateways

We are requesting \$14,000 for the new design.

Board of Directors:
Kenneth M. Blair, P.E.
Robert S. Chambers, P.E.
Kevin K. Holland, P.E.
Daniel W. Holloway, P.E.
Charles C. LePage, P.E.
Lance W. Scott, P.E.
Sabin A. Yañez, P.E.

Associates:
Aaron J. Gaspers, P.E.
Michelle L. Mahoney, P.E.
Michael J. Morrissey, P.E.
Gene E. Petersen, P.E.
Todd R. Polk, P.E.
William J. Stafford, P.E.
Richard A. Walker, P.E.
Lucas W. Williams, P.E.

Synthetic Ice Rink

Our design scope contract amount was for \$4,000. To date we have provided the city procurement documents for both a synthetic ice rink and a real ice rink. We are not currently asking for additional services towards the documentation of a real ice rink.

Restroom (Prefab Concrete ADA Restroom)

Our design scope contract amount was for \$5,500. We are currently asking for additional fees for the design of this facility to coordinate the new plumbing, electrical, access door, electrical panel needs, floor slab/drainage requirements for the new splash pad. We had already modified the previous design to accommodate customizations to the facility adding changing seats, ventilation and a concessions area. We are requesting \$3,000 for the new design.

Post Office / Storage Facility

Our design scope contract amount was for \$9,600. CFS generated design concepts and 3D renderings to showcase the design options and preferred building enclosure. We are asking for an additional \$2,000 of design services for the new structural components of the project including roof and overhead door which require a structural engineer.

Playground and Trail Design

These scope items were not part of CFS' design scope. For the playground, with the new product manufacturer, we are being asked to provide underdrainage for the surfacing with connection to the storm drainage system. In addition, it's our understanding that All Inclusive Rec needs the site graded with a 1% slope across the entire area, associated makeup earthwork, and an ADA concrete walk around the entire play area. For the trail design, we are being ask to layout, grade and provide City procurement documents to receive bids for all of the site pavement work. The current direction shows about 1,100 linear feet of trail work (excluding the concrete around the prefab building and sprayground). We are asking for an additional \$4,000 of design services for this work.

Additional Services

The following services are considered additional services:

- Should the real ice rink be accepted, we will have additional electrical, slab and layout scope.
- AV System
- Landscaping
- Site Lighting

In Summary

We know the best time to discuss contract adjustments is in time with project changes. We hope for your favorable consideration, knowing we have done an exemplary job for you in all facets of this project. The total request for additional design services is \$23,000.

Those of us here at CFS have enjoyed working with the City of Raymore and we all look forward to continuing to provide quality services as we complete the design and construction process. Please feel free to contact me with any questions you may have.

Sincerely,

CFS Engineers



Todd Polk P.E.
Associate

Amendment No. 1
Page 1 of 1

City of Raymore
Amendment No. 1

This agreement ("Amendment No. 1) by and between City of Raymore (the "Owner") and CFS Engineers (the "Consultant") hereby amends the agreement between the Owner and Consultant relates to the design to TB Hanna Station Improvements, dated February 12, 2018 by and between the Owner and Consultant (the "Original Agreement").

The Owner and Consultant, in consideration of their mutual covenants herein, agree in respect to the performance of professional services by the Consultant and the payment for these services by the Consultant as set forth herein.

1. ARTICLE III - "Contract Sum and Payment": **DELETE** "\$53,100"
2. ARTICLE III - "Contract Sum and Payment": **INSERT** the new contract amount of "\$76,100"
3. APPENDIX A - Scope of Services, Task 3: **INSERT** the description of bullets:
 - Trail Design
 - Playground Earthwork and Drainage
 - All-Inclusive Fencing and Gateway Components
 - Concessions facility

IN WITNESS WHEREOF, the Owner and Consultant have made and executed this Amendment No. 1 on this day of January ____, 2019.

CFS Engineers

Attest

By: _____
Todd Polk P.E.
Associate

By: _____
Jean Woerner, City Clerk

APPROVE:

Kristofer P. Turnbow, Mayor

Date of Signature



MISCELLANEOUS ITEMS

- November 27, 2018 - Work Session Notes
- January 8, 2019 - Work Session Notes
- Status of Capital Improvements



**Work Session Minutes
Raymore Parks and Recreation Board**

Tuesday, November 27, 2018

**6:00PM - Executive Conference Room
City Hall
100 Municipal Circle
Raymore, Missouri 64083**

Members Present: Chairman Trautman, Members: Bartow, Cipolla, Eastwood, Harris, Heath and Supple.

Staff Present: Director Musteen, Parks Superintendent Rulo, Recreation Superintendent McLain, City Attorney Jonathan Zerr and Communications Director Mike Ekey.

Call to Order: Chairman Trautman called the meeting to order at 6:02 pm.

1. Soccer Concessions Mural

- i. Communications Director Mike Ekey updated the Park Board on the upcoming Arts Commission project at Recreation Park. Director Musteen gave a brief staff report on why this topic has been brought up for discussion.
 1. Mr. Ekey discussed the Arts/Parks MOU and the current Art Plan that identifies the soccer concession stand as an approved facility for public art.
 2. The soccer concession stand mural was identified to be the west side of the building but the Arts Commission and the selected artist for the project would like to provide an additional option for the Park Board to consider. Mr. Ekey provided an overview of the option and explained that the artist would be interested in utilizing the entire facility (all four sides) as part of the mural with no additional fees associated. Discussion ensued.
 3. Arts Commission Chair Harriet Lawrence addressed the Board and thanked them for their cooperation and trust with these projects.
 4. Mr. Ekey outlined the project timeline and explained the public art selection process.
 5. Director Musteen asked the Board for direction to be provided to the Arts Commission in regards to only 1 side or proceeding with all 4 sides.
 6. The Board gave approval for the public art committee to move forward with the utilizing all four sides. Again, the Board was invited to participate in the public art selection process by Mrs. Lawrence and Mr. Ekey.

2. December Meeting Schedule

- i. Director Musteen outlined the upcoming December meeting schedule due to the upcoming holidays.
 1. December 11th - possible work session, TBD

2. December 17th - joint work session with the City Council. Topics due to staff by December 5th.
3. December 25th - no meeting or work session.

3. Adjournment

- a. The meeting adjourned at 6:33 pm.



**Work Session Minutes
Raymore Parks and Recreation Board**

Tuesday, January 8, 2019

**6:00PM - Executive Conference Room
City Hall
100 Municipal Circle
Raymore, Missouri 64083**

Members Present: Chairman Trautman, Members: Bartow, Harris, Houdyshell, Seimears and Supple.

Staff Present: Director Musteen, Parks Superintendent Rulo and Recreation Superintendent McLain,

Call to Order: Chairman Trautman called the meeting to order at 6:01 pm.

1. Sunset Garden Club Request

- i. The Sunset Garden Club requested authorization for a local boy scout troop to stay overnight at T.B. Hanna Station the night prior to the spring plant sale.
- ii. Director Musteen gave a brief overview of the Club's partnership with the Department and the annual use of the Park House. With the Park House scheduled for demolition this spring, other alternatives are being explored, one option is to utilize the Depot at T.B. Hanna. Set up for the plant sale usually occurs the night before and the request is to have a local scout troop spend the night guarding the plants.
- iii. The Park Board gave staff approval to move forward with the request if needed.

2. FY19 Capital Improvement Project Updates

- i. Director Musteen provided the Board with a brief summary of three capital improvement projects that are scheduled for this fiscal year. All three projects were open for bid in December and staff provided a bid tab and summary for the board.
- ii. All three projects will come before the Board in January with a recommendation from staff.
 1. Ballfield Lights - 1 bidder with a negotiated price within budget
 2. Rec Park Pond - 5 bidders, all bids are within budget
 3. Park House Demo - 3 bidders, all bids are within budget

3. Park Board "Vision Session"

- i. Director Musteen requested discussion topics to be placed on the agenda for the February 12 "Visioning Session" in preparation for the upcoming Park Master Plan.
- ii. Discussion ensued. Ideas for the agenda are due to the Director by January 22nd.

4. Staff Updates

- i. Director Musteen updated the Board on recent staff changes & Certifications:
 1. Shawn Jonas no longer works for the City
 2. Haley Rhule has been hired as a full time Park Maintenance Worker / Horticulturist.

3. Parks Superintendent Rulo and Parks Maintenance Worker Boos recently passed the Certified Playground Safety Inspector exam.

5. Adjournment

- a. The meeting adjourned at 6:58 pm.

Status of Park & Recreation Capital Improvements

1/22/2019

2019 Projects

- Recreation Park Ballfield Lights: Installation of lighting on fields 1 and 2 at Recreation Park. *Park Sales Tax Fund, \$90,000 (NM)*
 - RFP is posted
 - Pre-Bid: November 28 & 29
 - Bid Opening: December 5
 - Park Board: January 22

- Recreation Park Pond: This project would involve an environmental analysis in the first year. The information gathered will provide guidance for the removal of sediment in the pond and cleaning up around the area making it easier to fish and more aesthetically pleasing. *Park Sales Tax Fund, \$10,000 (NM)*
 - Study is Complete: August 2018
 - RFP is posted
 - Pre-Bid: November 29 & 30
 - Bid Opening: December 7
 - Park Board: January 22

- Memorial Park Trail Lights: The purchase and installation of light pole replacements in the Arboretum at Memorial Park. *Park Sales Tax Fund, \$26,000 (NM)*

- Memorial Park Playground Improvements: The replacement of the old playground equipment north of the West Shelter at the Arboretum. *Park Sales Tax Fund, \$48,000 (NM)*

2018 Projects

- Recreation Park Picnic Pavilion: This project would involve the demolition of the existing park house and site restoration and create an additional picnic pavilion with restrooms and special event storage. *Park Sales Tax Fund, \$210,000 (NM)*
 - Park House Demo
 - Pre-Bid: December 12 & 13
 - Bid Opening: December 20
 - Park Board: January 22

- Recreation Park Pedestrian Bridge Replacement: This project would involve the replacement of the current bridge and construction of new pedestrian crossing to the east connecting Moon Valley and Recreation Park. *Park Sales Tax Fund, \$55,000 (NM)*
 - Contract - Park Board Approval - November 27, 2018
 City Council Approval - January 14, 2019
 Notice to Proceed - January

2017 Projects

- Trail Lighting: This project involves a systematic study of costs, safety and needs assessment prioritizing the installation of lights along the trail system in the Parks and Recreation Department. *Park Sales Tax Fund, \$100,000 (NM)*
 - Project on hold

2016 Projects

- Hawk Ridge Park Phase (I-b) ADA Dock: This project involves the purchase and installation of an ADA dock in Johnston Lake at the park. Staff worked with CAPS (Community Assistance Program) with the Missouri Department of Conservation seeking opportunities for grants and partnerships to obtain additional funding. The Council and Park Board approved an updated agreement in which the MO Department of Conservation will provide assistance with this project and other amenities totalling 75% of total project costs with a maximum of \$178,000. In addition, a 50 ft long fishing jetty will be added to the overall fishing access portion of the project. *Parks Sales Tax Fund, \$45,000 (NM)*
 - Construction is underway
 - Completion - Spring 2019
- Hawk Ridge Park Phase (I-c) Restroom: This project would involve the installation of a restroom facility at the park. This project has been partnered with the ADA Dock listed above and is also being completed and jointly funded under the CAPS agreement. *Park Sales Tax Fund, \$90,000 (NM)*
 - Construction is underway
 - Completion - Spring 2019

2015 Projects

- Hawk Ridge Park Walking Trail - Lake Loop
This trail will be a concrete path that is 4" in depth and 10' in width that loops around the perimeter of Johnston Lake. This project was initially delayed and has been partnered with the ADA Dock listed above. The loop trail is also partially funded under the CAPS agreement. *Park Sales Tax Fund, \$160,000; (NM)*
 - Construction is underway
 - Completion - Spring 2019

Bond Projects

- HAWK RIDGE PARK Projects
 - Construction is underway
 - Completion - Spring 2019

Hawk Ridge Park - Additional Signage: The final phase of the Hawk Ridge Park Master Plan calls for park signage that includes monument entrance signs, facility signs, trail and wayfinding signage, furnishings and other features that will enhance the park experience.

Hawk Ridge Park - Amphitheater: Located on the east side of Johnston Lake in Hawk Ridge Park, the amphitheater is the focal point of the HRP Master Plan and would be the facility for theater, musical performances and other community arts programming. This project involves other amenities that include additional parking, restrooms, trail enhancements, infrastructure and grading work.

Hawk Ridge Park - Parking lot expansion & ADA Playground: This phase of the Hawk Ridge Park improvements include an all-inclusive playground, parking and infrastructure expansion on the north-west side of Johnston Lake.

- T.B Hanna Station Park - Splash Park/Skate Rink: T.B. Hanna Station will gain a number of new amenities that would join the newly opened Depot shelter. Included in this project would be a spray water park, community ice rink and playground.
 - Design/Consultant Contract before the Park Board (1/23/18)
 - Design/Consultant Contract before the City Council (1st Read/Feb 12 - 2nd Read/Feb 26)
 - Design underway - April 2018

- Bidding documents and project design is underway

All Inclusive Playground

Hawk Ridge Park will be home to Cass County's first and only ALL-Inclusive Playground. Designed by Unlimited Play and funded by the Raymore Community, this playground will be a destination play area for people of all abilities and nestled in the newly updated Hawk Ridge Park.

- Fundraising is underway